

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

UNITED STATES OF AMERICA	:	CRIMINAL
v.	:	
NAFIS WOODS	:	NO. 00-cr-273-2

MEMORANDUM AND ORDER

The Antiterrorism and Effective Death Penalty Act of 1996 (commonly known as “AEDPA,” and codified as 28 U.S.C. §§2241-2266) deals with the right of all persons in state custody, or in federal custody, to file a petition in a federal court seeking the issuance of a writ of habeas corpus. If such a writ of habeas corpus is issued pursuant to 28 U.S.C. §2255 by a federal court, the prisoner will be released from the terms of his federal sentence on the grounds that his rights guaranteed by the United States Constitution have been violated; 28 U.S.C. §2255 is the only possible means of obtaining this type of relief from terms of a federal sentence. Benchoff v. Colleran, 404 F.3d 812 (3rd Cir. 2005); Okereke v. United States, 307 F.3d 117 (3rd Cir. 2003); Coady v. Vaughn, 251 F.3d 480 (3rd Cir. 2001); United States v. Dorsainvil, 119 F.3d 245 (3rd Cir. 1997).

Petitioner was convicted in this court in 00-cr-273-2, and on September 7, 2001, petitioner was sentenced; his sentence was composed of a term of physical imprisonment, a restitution payment into a crime victim’s fund, and a special assessment.

On May 14, 2007, petitioner filed a petition in this court, labeled by the Clerk of this Court as Document #90 in 00-cr-273-2. This Document #90 states that the portion of his sentence in 00-cr-273-2 which is composed of ordering petitioner to pay monetary

restitution, as well as a special monetary assessment, is a “contract,” and that the United States is the “creditor,” and that he is the “debtor,” and that this court and the United States Attorney are “debt collectors.” He seeks release from the monetary part of his sentence by claiming that it is “an unconscionable contract” because “there may not have been a ‘meeting of the minds,’ (and) ... there may be fraud on the contract.”

Petitioner claims that he has completed “full satisfaction of the claim... with the intent of extinguishing any alleged debt, obligation, liability and the like intended as an obligation.” He asks the “Creditor” to provide him with “commercial instrument(s), contracts and the like containing Respondent’s bonafide signature... evidence of an exchange of a benefit... evidence of any series of external acts giving the objective semblance of agreement.” He also cites the law of negotiable instruments and the Uniform Commercial Code as justifying his release from the terms of this alleged “contract.”

This Document #90 proceeds for five pages in the same vein, ignoring the simple fact is that no part of petitioner's criminal sentence is, or ever was, a contract.

Accordingly, this Day of May, 2007, it is hereby **ORDERED** that the request for relief contained in Document #90 in 00-cr-273-2 is **DENIED WITH PREJUDICE** as frivolous on its face.

S/ ROBERT F. KELLY
ROBERT F. KELLY, U.S. District Judge